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8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF NEVADA**

10 CITIMORTGAGE, INC.,

Case No.: 2:21-cv-00538-GMN-NJK

11 Plaintiff,

12 vs.

13 FIDELITY NATIONAL TITLE GROUP, INC.;
14 FIDELITY NATIONAL TITLE INSURANCE
15 COMPANY; FIDELITY NATIONAL TITLE
16 AGENCY OF NEVADA, INC.; DOE
17 INDIVIDUALS I through X; and ROE
18 CORPORATIONS XI through XX, inclusive

**STIPULATION AND ORDER TO
CONTINUE STAY OF CASE**

Defendants.

19 Plaintiff, CitiMortgage, Inc. ("Plaintiff") and Defendants Fidelity National Title Group,
20 Inc., Fidelity National Title Insurance Company and Fidelity National Title Agency of Nevada,
21 Inc. ("Defendants", and with Plaintiff, the "Parties"), by and through their undersigned counsel,
hereby stipulate as follows:

22 This matter involves a title insurance coverage dispute wherein Plaintiff contends, and
23 Defendants disputes, that the title insurance claim involving an HOA assessment lien and
24 subsequent sale was covered by the subject policy of title insurance. There are now currently
25 pending in the United States District Court for the District of Nevada and Nevada state courts
26 more than one-hundred actions between national banks, on the one hand, and title insurers, on the
27 other hand. In virtually all of these actions, the title insurer underwrote an ALTA 1992 or ALTA
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1 2006 loan policy of title insurance with form 1 coverage, along with the CLTA 100/ALTA 9
 2 and/or CLTA 115.2/ALTA 5 Endorsements.

3 This matter was previously stayed pending a Ninth Circuit appeal in *Wells Fargo Bank,*
 4 *N.A. v. Fidelity Nat'l Title Ins. Co.*, Ninth Circuit Case No. 19-17332 (District Court Case No.
 5 3:19-cv-00241-MMD-WGC) (“*Wells Fargo II*”) [ECF No. 10], which resolved on November 21,
 6 2021.

7 The Parties have conferred and believe another limited six-month stay is warranted. The
 8 *PennyMac Corp. v. Westcor Land Title Ins. Co.*, Nevada Supreme Court Case No. 83737
 9 (“*PennyMac*”) appeal remains pending. Additionally, there is another fully briefed appeal to the
 10 Nevada Supreme Court involving a similar coverage dispute in *Deutsche Bank Nat'l Trust Co. v.*
 11 *Fidelity Nat'l Title Ins. Co.*, Nevada Supreme Court Case No. 84161 (“*Deutsche Bank*”). Both
 12 *PennyMac* and *Deutsche Bank* are fully briefed, but oral argument has not been set. The Parties
 13 anticipate that the Nevada Supreme Court’s decisions in the foregoing appeals may touch upon
 14 issues regarding the interpretation of policy and claims handling, that could potentially affect the
 15 disposition of the instant action.

16 Accordingly, the Parties believe an additional stay of six months in the instant action will
 17 best serve the interests of judicial economy. The Parties request that the action be stayed for an
 18 additional six months, through and including, July 27, 2023. The Parties are to submit a Joint
 19 Status Report on or before July 27, 2023. The Parties further agree that this stipulation and stay
 20 of this case is entered based on the specific circumstances surrounding this particular case, and
 21 that this stipulation shall not be viewed as a reason for granting a stay in any other pending matter.

22 **NOW THEREFORE**, the Parties, by and through their undersigned counsel, hereby
 23 stipulate and agree as follows:

- 24 1. In the interests of judicial economy and in efforts to preserve the Parties’ resources,
 25 the Parties request that this action be **STAYED FOR AN ADDITIONAL SIX (6)**
 26 **MONTHS**, through and including, July 27, 2023.
- 27 2. All deadlines currently set in this case shall remain **VACATED**.
- 28 3. The Parties are to submit a Joint Status Report on or before July 27, 2023.

- 1 4. By entering into this Stipulation, none of the Parties is waiving its right to
2 subsequently move the Court for an order lifting the stay in this action.
3 5. Notwithstanding this Stipulation, the Parties may continue to conduct third-party
4 discovery (including by issuing and enforcing third-party subpoenas) to preserve
5 evidence.

6 **IT IS SO STIPULATED.**

7 DATED this 7th day of February, 2023.

8 WRIGHT, FINLAY & ZAK, LLP

9 /s/ Lindsay D. Dragon

10 Lindsay D. Dragon, Esq.
11 Nevada Bar No. 13474
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13 Las Vegas, NV 89117
14 Attorney for Plaintiff, CitiMortgage, Inc.

5 DATED this 7th day of February, 2023.

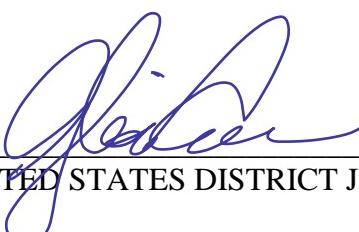
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7 /s/ Kevin S. Sinclair

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13 Title Group, Inc., Fidelity National Title
14 Insurance Company and Fidelity National
15 Title Agency of Nevada, Inc.

16 **IT IS SO ORDERED.**

17 Dated this 7 day of February, 2023.

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20 UNITED STATES DISTRICT JUDGE
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